

Prepared by and return to:  
Steven H. Mezer, Esquire  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913

INSTRUMENT#: 2011116362, O BK 20449  
PG 1220-1279 04/06/2011 at 04:17:02 PM,  
DEPUTY CLERK: ADANIEL Pat Frank, Clerk of  
the Circuit Court Hillsborough County

(NOTE: This amendment is the SECOND AMENDMENT TO THE COVENANTS AND  
RESTRICTIONS for Royal Doulton Estates)

\_\_\_\_\_ [space above line for recording information] \_\_\_\_\_

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
ROYAL DOULTON ESTATES**

We, Richard Stanhope, President, and Paul Davis, Secretary, of Royal Doulton Estates Property Owners' Association, Inc., do hereby certify that, in accordance with Article XIV, Section 2 of the Declaration of Covenants and Restrictions for Royal Doulton Estates, as originally recorded in Official Records Book 7681, Page 1391, Public Records of Hillsborough County, Florida, the following amendments to the Declaration of Covenants and Restrictions for Royal Doulton Estates were duly approved by an instrument executed by Royal Doulton Estates Property Owners' Association, Inc. and signed by not less than seventy percent (70%) of the homeowners, which original Consent and Joinder documents are attached hereto as composite Exhibit "A":

**I. Article III, Section 4(a)(xxii) of the Declaration of Covenants and Restrictions for Royal Doulton Estates is created to read as follows:**

(xxii) No Unit shall be leased without the prior written approval of the Association. No Unit may be leased more than twice in any 365 day period, regardless of the duration of any lease or occupancy. When leased, only the entire Dwelling may be leased and there shall be no subleasing. Prior to leasing a Unit or Dwelling, the Owner shall provide the Board of Directors with an application for approval of rental using the form provided by the Association, together with evidence that at least one of the proposed tenants is 55 years of age or older. When a Unit or Dwelling is leased, the Owner shall be responsible for his or her tenants' compliance with this Declaration and the Rules and Regulations of the Association.

**II. Article III Section 8 of the Declaration of Covenants and Restrictions for Royal Doulton Estates is created to read as follows:**

Section 8. Restrictions on Leasing. No Unit or Dwelling may be leased for any duration without the prior written approval of the Board of Directors. No Unit or Dwelling may be leased or rented more than twice in any 365 day period, regardless of the duration of the lease. Any Owner intending to lease or rent his or her Unit or Dwelling shall complete an application form as provided by the Association together with such other information as may be reasonably required by the Board of Directors. No lease shall be approved for occupancy for more than a single family. The Board of Directors shall have 14 days from receipt of the completed application and all requested information within which to approve or deny the application. Notwithstanding the foregoing, not more than 10 Units or Dwellings may be leased or rented at any time. No tenancy shall be approved unless at least one of the proposed occupants is 55 years of age or older. The Board of Directors is authorized to promulgate rules and procedures for submission of applications for approval of renting/leasing and a waiting list to be used if 10 of the Units/Dwellings are already rented or leased. Any occupancy for residential purposes by a person who does not have a residence elsewhere in the absence of the Owner shall be deemed a rental or lease and subject to prior approval pursuant to this section. Any occupancy for residential purposes of a Unit or Dwelling in violation of this provision is subject to termination by the Board of Directors and eviction proceedings by the Association at the expense of the Owner of the Unit or Dwelling. No Unit or Dwelling shall be approved for lease or rental if there is an assessment or other monetary obligation owed by the applicant/Owner to the Association which is more than the (10) days past due.

**CODING:** Deleted language is marked with a ~~strikethrough line~~ and new language is marked with a double underline.

Signed, sealed and delivered in the presence of:

Sunny Wiggins  
Print name: Sunny Wiggins

Low Ellen Wilson  
Print name: Low Ellen Wilson

ROYAL DOLTON ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

By: Richard Stanhope  
Richard Stanhope, President

Signed, sealed and delivered in

Sunny Wiggins  
Print name: Sunny Wiggins

Low Ellen Wilson  
Print name: Low Ellen Wilson

ATTEST: the presence of:

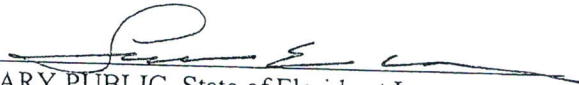
By: Paul Davis  
Paul Davis, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instruments was acknowledged before me this 7<sup>th</sup> day of March, 2011 by Richard Stanhope, President, and Paul Davis, Secretary, of the Royal Doulton Estates Property Owners' Association, Inc. who are personally known to me, who did not take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants and Restrictions for Royal Doulton Estates, and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 7<sup>th</sup> day of March, 2011.

(SEAL)

  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires: \_\_\_\_\_

